

# **REQUEST FOR PROPOSAL**

## **IMAGE CONVERSION SERVICES**



**File No.: 44000106137**

**Proposal Opening Date: July 30, 2008**

**Proposal Opening Time: 4:00 PM**

**State of Louisiana**

<b>TABLE OF CONTENTS</b>
--------------------------

**PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

1.1	Background .....	1
1.1.1	Purpose .....	2
1.1.2	Goals and Objectives.....	2
1.2	Definitions .....	2
1.3	Schedule of Events.....	2
1.4	Proposal Submittal .....	3
1.5	Proposal Response Format.....	4
1.5.1	Number of Response Copies.....	5
1.5.2	Legibility/Clarity .....	5
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	5
1.7	Proposal Clarifications Prior to Submittal.....	6
1.7.1	Pre-proposal Conference.....	6
1.7.2	Proposer Inquiry Period .....	6
1.8	Errors and Omissions in Proposal .....	7
1.9	Proposal Guarantee .....	7
1.10	Performance Bond.....	7
1.11	Changes, Addenda, Withdrawals.....	7
1.12	Withdrawal of Proposal.....	8
1.13	Material in the RFP.....	8
1.14	Waiver of Administrative Informalities .....	8
1.15	Proposal Rejection .....	8
1.16	Ownership of Proposal .....	8
1.17	Cost of Offer Preparation.....	8
1.18	Non-negotiable Contract Terms.....	8
1.19	Taxes .....	8
1.20	Proposal Validity.....	9
1.21	Prime Contractor Responsibilities .....	9
1.22	Use of Subcontractors .....	9
1.23	Written or Oral Discussions/Presentations.....	9
1.24	Acceptance of Proposal Content .....	9
1.25	Insurance Requirements .....	9
1.26	Subcontractor Insurance .....	10
1.27	Indemnification and Limitation of Liability.....	10
1.28	Fidelity Bond Requirements.....	11
1.29	Payment for Services .....	11
1.30	Termination .....	11
1.30.1	Termination for Cause .....	11
1.30.2	Termination for Convenience.....	11
1.30.3	Contract is contingent upon appropriation of funds .....	12
1.31	Assignment .....	12
1.32	No guarantee of Quantities.....	12
1.33	Audit of Records.....	12
1.34	Civil Rights Compliance.....	12
1.35	Record Retention .....	13
1.36	Record Ownership.....	13

1.37	Order of Precedence .....	13
1.38	Contract Changes .....	13
1.39	Substitution of Personnel.....	13
1.40	Governing Law .....	13
1.41	Claims or Controversies .....	13

## **PART II. SCOPE OF WORK/SERVICES**

2.1	Scope of Work/Services .....	14
2.2	Period of Agreement.....	14
2.3	Location.....	15

## **PART III. PROPOSAL ELEMENTS**

3.1	Financial.....	16
3.2	Technical.....	16

## **PART IV. EVALUATION AND SELECTION**

4.1	Evaluation .....	18
	4.1.1 Technical Proposal .....	18
	4.1.2 Financial Proposal .....	18
4.2	Selection .....	19
4.3	Notice of Award .....	19
4.4	Contract Negotiation and Execution .....	19
4.5	Debriefings .....	19

## **PART V. PERFORMANCE STANDARDS**

5.1	Performance Requirements.....	20
5.2	Performance Measurement/Evaluation.....	20

## **APPENDIXES**

A	Cost Proposal.....	21
B	Sample Contract.....	22
	Attachment I Statement of Work .....	32
	Attachment II Hardware/Software Environment .....	34
	Attachment III Contractor Personnel.....	38
	Attachment IV State Furnished Resources .....	39
	Attachment V Insurance Requirements for Contractors .....	40
C	OAM Object Directory Information .....	42

# REQUEST FOR PROPOSAL FOR IMAGE CONVERSION SERVICES

## PART I. ADMINISTRATIVE AND GENERAL INFORMATION

---

### 1.1 - Background

In 1991, the Louisiana Department of Revenue (“LDR”) began using digitized images as a replacement for microfilm and the storage of paper documents. Flat bed scanners and IBM’s ImagePlus product were used to capture and store the digitized images. In 1993, LDR installed high speed scanners and remittance processing equipment to capture images of paper documents and to perform OCR and ICR functions on the data contained on those documents.

In 2006, LDR discontinued the use of ImagePlus for the storage of digitized images and began using the image storage component of its tax processing application Gentax, a COTS application developed by Fast Enterprises.

Approximately 45 million single and multi-page documents, containing about 148 million pages, are currently stored within ImagePlus. These documents are stored on approximately 750 IBM 3995 dual-sided optical platters of varying density (2X, 4X, 8X). The documents are stored in IBM’s MO:DCA format. Scanned documents are stored in a MO:DCA IOCA format and application program generated images, sometimes referred to as coded data images, are stored in MO:DCA PTOCA format. Scanned documents and coded data images may have form overlays associated with each page of the document.

The 3995 optical platters utilize Write-Once Read-Many (“WORM”) technology. Images written on WORM media cannot physically be deleted from the platter. The Object Access Method (“OAM”) component of DFSMS contains directory tables used for locating and describing images stored within ImagePlus. Document retention rules define when images are no longer needed. When a document is no longer needed, entries in the OAM directory tables are deleted so that the document becomes logically deleted while still physically present on the optical media. Documents with entries in the OAM directory tables are considered to be “active” images. Documents physically present on optical media without corresponding entries in OAM directory tables are considered to be “inactive”.

The following table contains the number of optical volumes by density to be converted and the count of the number of active images stored on those volumes.

Volume Density	Number of Optical Volumes	Image Count	Average Images per Volume
2X	113	2,118,387	18,747
4X	309	5,762,421	18,648
8X	1,046	37,470,932	35,283

### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503. from bona fide, qualified proposers who are interested in providing the services necessary to extract active images from the optical volumes, convert the extracted images from the MO:DCA format into a Group 4 Tiff format, and create files of the converted images to be used for loading into the Gentax image storage component.

### 1.1.2 Goals and Objectives

The Department of Revenue desires to obtain the services necessary for the conversion of active digitized images stored in MO:DCA IOCA and PTOCA formats into digitized images stored in Tiff format. The image storage component of LDR's tax processing application must be able to store, retrieve, display and print the converted images. Converted images must appear identical to the original images.

### 1.2 - Definitions

- A. Shall– The term “shall” denotes mandatory requirements.
- B. Must, Will- The terms “must” and “will” denote mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person or firm having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. Optical Platter - For the purposes of this RFP, the storage media on which digitized images are stored. An optical platter contains two (2) sides, side A and side B.
- J. Optical Volume - For the purposes of this RFP, a single side of an optical platter. An optical volume may be either side A or side B of an optical platter.

### 1.3 - Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	June 4, 2008	

2. Mandatory Pre-Proposal Conference	June 18, 2008	
3. Deadline to receive written inquiries	June 25, 2008	
4. Deadline to answer written inquiries	July 9, 2008	
5. Proposal Submittal Deadline	July 30, 2008	4:00 PM
6. Oral discussions with proposers, if applicable		<i>To be scheduled</i>
7. Notice of Intent to Award to be mailed	August 20, 2008	
8. Contract Initiation	September 3, 2008	

**NOTE: The State of Louisiana reserves the right to deviate from these dates.**

#### **1.4 - Proposal Submittal**

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Louisiana Department of Revenue.

All proposals shall be received by the Louisiana Department of Revenue **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

X     **Proposal Name:** Image Conversion Services  
X     **File Number:** 44000106137  
X     **Proposal Submittal Deadline:** July 30, 2008 4:00 PM

Proposals may be delivered by U. S. Postal Service, hand or courier service to our physical location at:

LA Department of Revenue  
Attention: Elizabeth Kunjappy  
Controllers Division  
Purchasing Section  
Room: 6-165  
617 North 3<sup>rd</sup> St.  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Revenue is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the LaSalle building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal submittal deadline date and time shall result in rejection of the proposal.

### 1.5 - Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state, if a corporation; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also:

- Identify the submitting Proposer; and
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. Include a DVD of converted images from the sample optical platter. Images converted must be all of the active images as documented on the list of active images received with the sample optical platter. All sample materials must be returned with the Technical Response. The proposer should submit all information requested in Part III, Section 3.2.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule should include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees shall be submitted in the format provided in Appendix A. Prices proposed shall be firm for the duration of the contract. The unit prices shall include any and all costs the proposer wishes to have considered in the contractual arrangement with the State.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided. Each Proposer must also submit, on DVD, converted images created with the proposed solution, of the images contained on the sample optical platter provided by the Department (See Section 1.7.1).

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 - Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have*



*the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to LDR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.7 - Proposal Clarifications Prior to Submittal**

### **1.7.1 Mandatory Pre-proposal Conference**

A pre-proposal conference will be held at the Department of Revenue's headquarters building, The LaSalle Building, located at 617 North Third Street in Baton Rouge, LA, at 10:00 am on June 18, 2008. Prospective proposers must participate in the conference to obtain clarification of the requirements of the RFP, to receive answers to relevant questions, to receive a sample optical platter, and to receive a flat file of corresponding OAM object directory entries. Any firm intending to submit a proposal must have at least one duly authorized representative attend the Pre-proposal Conference in order to sign the appropriate confidentiality and/or non-disclosure agreements. So that an adequate number of sample platters can be prepared, any firm wishing to attend the conference should pre-register for the conference. To pre-register, please notify Elizabeth Kunjappy by email at [Elizabeth.kunjappy@la.gov](mailto:Elizabeth.kunjappy@la.gov).

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions.

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (\*). Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

LA Department of Revenue  
Attention: Elizabeth Kunjappy  
Controllars Division  
Purchasing Section  
Room: 6-165  
617 North 3<sup>rd</sup> St.  
Baton Rouge, LA 70802

E-Mail: Elizabeth.kunjappy@la.gov

Phone: (225)219-2123/ Fax: (225)219-2120

### **1.8 - Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 - Proposal Guarantee**

**NOT REQUIRED FOR THIS RFP.**

### **1.10 - Performance Bond**

**NOT REQUIRED FOR THIS RFP.**

### **1.11 - Changes, Addenda, Withdrawals**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### **1.12 - Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the agency soliciting proposals.

#### **1.13 - Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### **1.14 – Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### **1.15 - Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

#### **1.16 - Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

#### **1.17 - Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.18 - Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.19 - Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 - Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.21 - Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 - Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 - Written or Oral Discussions/Presentations**

NOT REQUIRED FOR THIS RFP

### **1.24 - Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

### **1.25 - Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment V of Appendix B). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are

to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

#### **1.26 - Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

#### **1.27 - Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.28 - Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP.**

### **1.29 - Payment for Services**

LDR shall pay Contractor in accordance with the Pricing Schedule set forth in Appendix A. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices submitted without the proper documentation will not be approved for payment until the required information is provided.

### **1.30 - Termination**

**1.30.1 TERMINATION OF THIS AGREEMENT FOR CAUSE** – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

**1.30.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE** – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.30.3 FISCAL FUNDING CLAUSE** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.31 - Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

### **1.32 - No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### **1.33 - Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Revenue, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final contract payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.34 - Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **1.35 - Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final contract payment.

### **1.36 - Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

### **1.37 - Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **1.38 - Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.39 - Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification shall be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.40 - Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481-1526; rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

### **1.41 - Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the provisions of RS 39: 1524-1526.



## **PART II SCOPE OF WORK/SERVICES**

### **2.1 - Scope of Work/Services**

Contractor shall provide the services outlined below:

- Convert all active MO:DCA IOCA and PTOCA images, contained on dual sided optical platters of varying density (2X, 4X, 8X), into a Group IV TIFF format. Single page input images will be converted into single page TIFF images and multi-page input images will be converted into multi-page TIFF images. Converted images must appear identical to the original images;
- Extract image indexing information from image header of input images provided by LDR and associate the extracted index information with the converted image;
- Extract overlay names, if present, from the image header of input images and associate the extracted overlay names with the converted image. Each page of a multi-page input image may have a different overlay name. Each page of the converted image shall have the proper overlay name associated with it;
- Output all converted images, along with associated indexing and overlay information, to designated SAN storage areas on the LDR network. The transfer of converted images must meet LDR security, connectivity, and operational standards.
- Notify LDR if a data source or any of the optical volumes cannot be converted;
- Provide a Conversion Activity Summary Report.

Contractor will provide the following deliverables:

- Development of a final production schedule for the successful conversion of the optical platters within the contract period and communicate that schedule in a Microsoft Project format that will be used to monitor progress and timeliness. LDR desires that the final production schedule for the conversion of the optical volumes be developed within twenty-one (21) days of the start of the contract ;
- Weekly status reports that provide a summary of work accomplished, project updates to the production schedule, reasons why any milestones are missed, and what is going to be done to get back on schedule, recommendations for addressing issues/problems, deliverables completed during the previous reporting period, and the work schedule for the next reporting period;
- Progressive transfers of converted images;
- Detailed monthly billing invoices that describe the number of optical volumes converted so that billings can be verified and approved for payment; and
- A Final Project Report, in a format to be agreed upon, with a summary description of the conversion process that details the number of documents extracted, the number of rejected images including the reason for rejection, the number of documents converted, the average amount of time needed to convert images on both a per image basis and a per volume basis, the average number of images contained on output media, and any discrepancies or problems encountered.

### **2.2 - Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about July 1, 2008, and shall end on December 31, 2008. State has the right to extend this contract up to a total of three

years with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

### **2.3 - Location**

The location the service is to be performed, completed and managed is at the Department of Revenue in Baton Rouge, LA.

## **PART III Proposal Elements**

The proposer should submit the proposal in the format described in Part I, Section 1.5.

### **3.1 Financial**

Proposer shall provide prices in accordance with the schedule furnished in Attachment A. The unit prices shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

### **3..2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP. , with particular attention to:

- Plans and/or estimated schedule for the full conversion effort,
- Summary description of the conversion process to be utilized. Estimated timings for the conversion of 2X, 4X, and 8X volumes should be included,
- Estimated level of involvement of LDR personnel,
- Resumes for account manager and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services have been provided. Include a contact person, email address, and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Note that each proposal must include a DVD of converted images created by the proposer's proposed solution for all images contained on the sample optical platter given to the proposer at the pre-proposal conference. The sample optical platter must also be returned. Appendix C contains information describing OAM's object directory table and the record description of the flat file containing the extracted rows from the object directory table. The sample optical platter will contain images of documents that each proposer must convert for return on DVD along with their proposal. The converted images will be reviewed and scored in the technical evaluation process. Failure to provide this DVD shall cause the proposal to be disqualified.

The proposal should include any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should address the specific language in the sample contract and submit with its proposal with any exceptions or exact contract deviations that its firm wishes to negotiate. The

terms for this document may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

## PART IV EVALUATION AND SELECTION

### 4.1 Evaluation

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract. The committee may reject any or all proposals if none is considered in the best interest of the State.

Proposals will first be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 4.1.1. **Proposers must score a minimum of 50 points in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.**

#### 4.1.1 – Technical Proposal (Value of 70 Points)

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal:

- Ability to convert images
- Quality of converted images
- Company Background and Experience
- Approach and Methodology
- Estimated Schedule
- Risk Factor

#### 4.1.2 - Financial Proposal (Value of 30 Points)

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The following financial criteria will be evaluated:

- Cost, as provided in Appendix A, will be determined for each Proposer based on the ratio of the lowest weighted cost to the Proposer's cost. The proposer with the lowest total cost shall receive 30 points. Other proposers will receive points for cost based upon the following formula

$$BCS = (LPC/PC \times 30)$$

Where:      BCS = Computer cost score (points) for proposer being evaluated  
              LPC = Lowest proposed cost of all proposers  
              PC = Total cost of proposer being evaluated

## **4.2 Selection**

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award. Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

## **4.3 Notice of Award**

The Department of Revenue will notify all Proposers as to the outcome of the evaluation process. A notice of award will be issued to the successful proposer. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Award" letter has been issued.

## **4.4 Contract Negotiation and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected proposer will become part of any contract initiated by the State.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## **4.5 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Department of Revenue. Contact may be made by phone at (225) 219-2123 or E-mail to [Elizabeth.kunjappy@la.gov](mailto:Elizabeth.kunjappy@la.gov).

## **PART V PERFORMANCE STANDARDS**

### **5.1 - Performance Requirements**

The Contractor shall agree to provide work and deliverables that conform to high professional standards. At the start of the contract and continuing thereafter, the contractor and State Project Manager will agree to a detailed list of deliverables, including when necessary, specifics of format and content. Standards will be established and agreed upon. All deliverables will be evaluated prior to acceptance in order to confirm that they meet requirements.

### **5.2 - Performance Measurement/Evaluation**

The performance will be measured by the successful conversion of the digital images to TIFF images.

The performance measures for the services under this Contract will be:

- Weekly Status Report to be submitted to the State's Project Manager or designee.
- Availability of Contractor's functional and technical staff to perform task assignments.

The Contractor shall keep the Department informed of all issues relating to the project by timely contact, written or verbal.

## APPENDIX A

### COST PROPOSAL

The proposer must identify the cost for conversion of dual sided optical platters of varying density. The cost provided shall be for the conversion of an optical volume (one side of an optical platter). The cost shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. All prices shall be firm for the duration of the contract.

The total cost allocated in this matrix will be proposer's estimate of the level of effort required for successful completion of this project based upon the proposer's past experience and the information provided in this request for proposal.

<b>Deliverable Description</b>	<b>Number of Optical Volumes</b>	<b>Cost per Volume</b>	<b>Extended Cost</b>
Conversion of 2X platters	113		
Conversion of 4X platters	309		
Conversion of 8X platters	1,046		
<b>Total Cost*</b>			

\* The total cost will be used in the financial evaluation of each proposal.



## **APPENDIX B**

# **STATE OF LOUISIANA**

## **CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

Contractor will provide the services necessary to extract active images from IBM 3995 optical platters of varying densities, convert the extracted images from the MO:DCA format into a Group 4 Tiff format, and create files of the converted images to be used for loading into the Gentax image storage component.

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

Attachment V – Insurance Requirements for Contractors

Attachment VI- IRS Confidentiality Requirement

### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out) (n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## **2.3 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is ----- .

## **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived therefrom, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, Contractor recognizes that La. R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47:1508.

Contractor shall disclose or make available said confidential information only to those of its employees, agents, and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents, and

representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this Contract.

Contractor agrees and assures that data, material, and information gathered based upon this Contract or disclosed to Contractor for the purposes of the Contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the state.

Contractor shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor is responsible for promptly reporting any breach. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

However, the State reserves the right to make any proposal, including proprietary information contained therein, available to the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Furthermore, the contractor agrees to abide by the confidentiality Section, Attachment VI.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The services to extract and convert active images shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work

plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

*E. Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

*A. Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

*B. Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

*C. Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably

withheld or delayed provided an adequately qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an adequately qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General*. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of

Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

*B. Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

*C. Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

*D. Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

*E. Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ . Payment will be made only on approval of \_\_\_\_\_  
(Name of Designee).

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments to be made upon completion of the conversion of the optical volumes.

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the converted optical volumes. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

### Payment Schedule

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Compensation for converted 2X optical volumes will be \$\_\_\_\_ per volume. Compensation for converted 4X volumes will be \$\_\_\_\_ per volume. Compensation for converted 8X volumes will be \$\_\_\_\_ per volume. The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the conversion of all optical volumes, the retained funds will be paid to the Contractor.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**



The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

## **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the

effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **15.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

#### **16.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

#### **17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

## **ATTACHMENT I STATEMENT OF WORK**

### **1.0 INTRODUCTION**

Approximately 45 million single and multi-page documents, containing about 148 million pages, are currently stored within ImagePlus. These documents are stored on approximately 750 IBM 3995 dual-sided optical platters of varying density (2X, 4X, 8X). The documents are stored in IBM's MO:DCA format. Scanned documents are stored in a MO:DCA IOCA format and application program generated images, sometimes referred to as coded data images, are stored in MO:DCA PTOCA format. Scanned documents and coded data images may have form overlays associated with each page of the document.

The scope of this contract is to convert the active digitized images stored in MO:DCA IOCA and PTOCA formats into digitized images stored in Tiff format. The image storage component of LDR's tax processing application must be able to store, retrieve, display and print the converted images. Converted images must appear identical to the original images.

### **2.0 DESCRIPTION OF SERVICES/TASKS**

Contractor shall provide the services outlined below:

- Convert all active MO:DCA IOCA and PTOCA images, contained on dual sided optical platters of varying density (2X, 4X, 8X), into a Group IV TIFF format. Single page input images will be converted into single page TIFF images and multi-page input images will be converted into multi-page TIFF images. Converted images must appear identical to the original images;
- Extract image indexing information from the image header of input images provided by LDR and associate the extracted index information with the converted image;
- Extract overlay names, if present, from the image header of input images and associate the extracted overlay names with the converted image. Each page of a multi-page input image may have a different overlay name. Each page of the converted image shall have the proper overlay name associated with it;
- Output all converted images, along with associated indexing and overlay information, to designated SAN storage areas on the LDR network. The transfer of converted images must meet LDR security, connectivity, and operational standards.
- Notify LDR if a data source cannot be converted;
- Provide a Conversion Activity Summary Report.

### **3.0 SCHEDULE REQUIREMENTS**

The project shall start on \_\_\_\_\_, 2008.

### **4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

The performance will be measured by the successful conversion of the digital images to TIFF images.

The performance measures for the services under this Contract will be:

- Weekly Status Report to be submitted to the State's Project Manager or designee.
- Progress of the conversion effort compared to the planned conversion schedule.
- Availability of Contractor's functional and technical staff to perform task assignments.

The Contractor shall keep the Department informed of all issues relating to the project by timely contact, written or verbal.

## 5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

Deliverable	Description
Technical Assessment Report	Provide <i>Technical Assessment Report</i> . Contractor will review those areas of the State's data processing environment such as: technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Technical Assessment Report, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for conversion; including: acceptance testing, interfaces, conversion schedule, and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Conversion Services	Provide <i>Conversion Services</i> . Contractor will perform conversion tasks necessary to convert images from the IBM MO:DCA format to a Group IV TIFF format.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

The Contractor agrees to provide work and deliverables that conform to high professional standards. The contractor and State Project Manager will agree to a detailed list of deliverables, including when necessary, specifics of format and content. Standards will be established and agreed upon. All deliverables will be evaluated prior to acceptance in order to confirm that they meet requirements.

## ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### 1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

#### Mainframe Hardware

CPU	IBM 2066-0X2
DASD	1 – IBM 2105 F20 Enterprise Disk Storage Unit (2TB)
PRINTERS	1 – IBM 6400 (Network) 1 – XEROX 4635 MICR Laser Printer (MF & Network) 2 - XEROX 92C Color Laser Printers (1MF, 1 Network) 1 – XEROX DP75 Laser Printer (Network)
MAGNETIC TAPE	1 – IBM 3480 A-22 Cartridge Controller 2 – IBM 3480 B22 Cartridge drives (4) 1 – IBM 3494 Automated Tape Library
COMMUNICATIONS	1 – IBM 3745-170 Communications Controller
OPTICAL LIBRARIES	1 – IBM 3995 133 Optical Library 1 – IBM 3995 113 Optical Library 4 – IBM 3995 C-38 Optical Libraries 4 – IBM 3995 C-18 Optical Libraries

#### Mainframe Software

SYSTEM CONTROL PROGRAMS	IBM z/OS 1.4 DFP JES2
TELEPROCESSING	ACF/NCP ACF/VTAM TSO TCP/IP ISPF CICS/TS TSO-E
PROGRAMMING LANGUAGES	VS COBOL COBOL II LE FOCUS ASSEMBLER H PL1/LIBRARY C++ JAVA
DATABASE	DB2
RESOURCE ADMINISTRATION	DFDSS/ DFHSM RACF SSA SSR SOFTAUDIT DFSMS RMF CA/TLMS

	SNAPSHOT ASG Job Scheduler XPEDITER/DB2 DBA-XPERT/DB2
REPORT/PROGRAM GENERATORS	FOCUS EASYTRIEVE PLUS DITTO DISPLAYWRITE/370 FSN
IMAGING	IBM ImagePlus
TEXT MANIPULATION	DW/370 HF DL/MVS XJDC/MVS MVS/CICS
STATISTICAL/GRAPHICS PACKAGES	GDDM/MVS
OTHER	SORT/MERGE EREP ENERGIZER for CICS RDARS/OnDemand ABEND-AID/MVS ABEND-AID/FX QUICKREF IPCS XPEDITER JCLCHECK MONITOR for CICS MAILSTREAM PLUS CODE-1 PLUS CODE COVERAGE

### Mainframe Network Summary

- 12 Regional Offices served by a Frame Relay Network/ WAN
- CISCO Routers and CSU/DSUs
- 1150 Dell Workstations and 300 Laptops
- Network HP Printers and Xerox Multi-Function Units

### Mainframe Links/Methods

AGENCY	METHOD
LA Dept. of Labor	ACF/MSNF
Dept. of Public Safety	ACF/MSNF/PCCOMM

### LAN/MAN/WAN

Mainframe, Windows 2003 Server Farm, and SAN housed at Dept. of Public Safety Data Center

#### Headquarters

Connected to Data Center by high speed State MAN

675 users local connection via 100mb Fast Ethernet  
Mainframe and server batch printing  
Scanning and OCR processing

#### Remote Sites – 12

Connected via Frame-Relay connections ranging from T1 to 6 Mbps  
Users 10-70 per site  
300 total users local connection via 100mb Fast Ethernet

TOPOLOGIES	Fast Ethernet Gigabit Ethernet
NETWORK OPERATING SYSTEM	Windows 2003 Ent. Server (115 Servers) Active Directory Active/Passive and Active/Active Clustering
CLIENT OPERATING SYSTEMS	Windows XP Professional (1085 workstations) Windows XP Professional (340 laptops) Macintosh (4 workstations)
PROTOCOLS	TCP/IP DLC/SNA
INTERNET CONNECTION	Through State network – LaNet
GATEWAYS USED	Routers SNA Gateways
NETWORK MANAGEMENT SYSTEMS	Cisco Router & Switch IOS Utilities Microsoft Operations Manager IP Monitor SolarWinds Dell Open Manage

#### **Typical LAN Client Configuration**

PROCESSOR TYPE	Pentium 4 / 2.8 GHz
MEMORY	512 MB
DISK CAPACITY	40 GB
NETWORK INTERFACE CARD	Ethernet 100mbps
CDROM	CD-R / RW

#### **LAN Applications**

<b>APPLICATION</b>	<b>SOFTWARE UTILIZED</b>
Electronic Mail	Exchange 2007 / MS Outlook 2003
Word Processing	MS Word
Spreadsheets	MS Excel
Database	MS SQL 2005 / MS Access
Business Graphics	MS PowerPoint
Terminal Emulation	Attachmate EXTRA 7.11 / APPN Node 802.2
Imaging	Gentax Imaging
Internet Access	Internet Explorer 6.0
Tax Processing	GenTax
Enterprise Business Intelligence Platform	WebFOCUS

#### **2.0 SPECIAL REQUIREMENTS**

None.

### **3.0 STANDARDS AND GUIDELINES**

None.



## **ATTACHMENT III CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
---------------------	--	-------------	--------------------------

...			
...			
...			
...			

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

### **2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

### **3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contact for this contract on behalf of the State.

### **2.0 TECHNICAL STAFF**

State will provide three (3) technical employees to be manpower loaded at no more than 25% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

### **3.0 FUNCTIONAL STAFF**

State will provide two (2) functional employees to be manpower loaded at no more than 25% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

## **ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS**

### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **2. Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## **3. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## **5.0 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

## **6.0 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **7.0 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

## **ATTACHMENT VI**

### **CONFIDENTIALITY REQUIREMENT**

#### **1. PERFORMANCE**

In performance of this contract, the contractor agrees to comply, with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output would be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (8) The contract will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## 11. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or returns information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information of a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5000 or imprisonment for as long as 5 years, or both, together with costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Additional criminal penalties may be imposed under state law pursuant to La.R.S.47:1508 et. Seq.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure by Privacy Act of 1974, 5 U.S. C 552a. Specifically, 5 U.S.C.552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records

which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

#### 111. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be in noncompliance with contract safeguards.

## APPENDIX C

### OAM OBJECT DIRECTORY INFORMATION

Column Description	DB2 Field Type and Size	Comment
Data Format Version	CHAR (1)	
Object Size	INTEGER	Image size in bytes
Object Creation Timestamp	TIMESTAMP	
Expiration Date	DATE	
Last Referenced Date	DATE	
Pending Action Date	DATE	
Management Class Assignment Date	DATE	
Storage Class Identifier	SMALLINT	
Management Class Identifier	SMALLINT	
Object Location Flag	CHAR (1)	
Object Active Volume Serial Number	CHAR (6)	Optical Volume serial number
Primary Copy Location Token	INTEGER	Token for relative sector location of VTOC entry
Object Backup Volume Serial Number	CHAR (6)	
Backup Copy Location Token	INTEGER	
Collection Name Identifier	INTEGER	
Object Name	VARCHAR (44)	Standard MVS data set name of the image



### Flat File Record Description

Field Description	Field Type and Size	Beginning position	Ending Position
Data Format Version	CHAR (1)	1	1
Object Size	NUMERIC (9)	2	10
Object Creation Timestamp	CHAR (26)	11	36
Expiration Date	CHAR (10)	37	46
Last Referenced Date	CHAR (10)	47	56
Pending Action Date	CHAR (10)	57	66
Management Class Assignment Date	CHAR (10)	67	76
Storage Class Identifier	NUMERIC (4)	77	80
Management Class Identifier	NUMERIC (4)	81	84
Object Location Flag	CHAR (1)	85	85
Object Active Volume Serial Number	CHAR (6)	86	91
Primary Copy Location Token	NUMERIC (9)	92	100
Object Backup Volume Serial Number	CHAR (6)	101	106
Backup Copy Location Token	NUMERIC (9)	107	115
Collection Name Identifier	NUMERIC (9)	116	124
Length of Object Name	NUMERIC (4)	125	128
Object Name	CHAR (44)	129	172